

under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.5 Contractor will not be required to make changes to its scope of work that result in Contractor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from March 1, 2014, through December 31, 2016, with the State having the option for up to two (2) one-year extensions (January 1 to December 31, 2017, and January 1 to December 31, 2018).

2.2 The State will pay Contractor for the performance of services described in Exhibit A, COBRA and HIPAA Services, Exhibit B, Service Agreement, and Exhibit D, Privacy Notice of this Agreement. The fee will be paid in accordance with the Payment Schedule attached hereto as Exhibit A.

2.3 It is expressly understood that the work defined in the appendices to this Agreement must be completed by Contractor and it shall be Contractor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fee. The State's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the State's purchase order(s) to Contractor.

2.4 Contractor shall submit monthly invoices to the State in sufficient detail to support the services provided during the previous month. The State agrees to pay those invoices within thirty (30) days of receipt. In the event the State disputes a portion of an invoice, the State agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of the State's position on the disputed portion of the invoice within thirty (30) days of receipt. The State's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Contractor to charge interest on the overdue portion at the rate of 0.5% per month.

2.5 Any payments made by the State of Delaware will be by Automated Clearing House (ACH) as per its ACH processing procedures.

2.6 Unless provided otherwise in Exhibit A or preapproved in writing by the State of Delaware, all expenses incurred in the performance of the services are to be paid by Contractor. If an Exhibit specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies. Receipts must be provided upon written request by the State of Delaware.